

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2012-21

### A RESOLUTION AUTHORIZING THE ENGAGEMENT OF INNOVATIVE DESIGN CONCEPTS FOR DESIGN AND CONSTRUCTION OF A PARADE FLOAT

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights ("*City*") met on 8 May 2012 to consider, among other things, authorizing City to engage Innovative Design Group ("*Contractor*") to design and construct a parade float for City as specified in a "Float Agreement" between Contractor and City (the "*Contract*"), a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to authorize City to engage Contractor as proposed in the Contract;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that City is authorized to engage Contractor to provide the services specified in the Contract, and that City's mayor and recorder are authorized and directed to execute and deliver the Contract and any and all related payments and agreements on City's behalf; and be it

**FURTHER RESOLVED** by the city council of Cottonwood Heights that all actions heretofore taken by any of City's officers or employees in connection with the Contract are hereby ratified and approved.

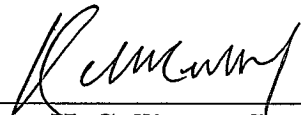
This Resolution, assigned no. 2012-21, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 8<sup>th</sup> day of May 2012.

**COTTONWOOD HEIGHTS CITY COUNCIL**



  
Linda W. Dunlavy, Recorder

By   
Kelvyn H. Cullimore, Jr., Mayor

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 8<sup>th</sup> day of May 2012.

**RECORDED** this 8<sup>th</sup> day of May 2012.

577907.1



## FLOAT AGREEMENT

IDC Account Executive: David Breitenbeker

IDC Account Executive Phone Number: 801-860-5655

Name of Client Contact(s): city of Cottonwood Heights

Client Contact Phone Number(s): Office 801-944-7000 Other Phone \_\_\_\_\_

Float Theme: "Honor the Past, Build the Dream"

Delivery Date of Float: June 8, 2012

Delivery Location of Float: Client's Storage Facility—4994 S. Commerce Drive,  
Murray, UT

This Agreement is made between city of Cottonwood Heights, (Client) with a principal place of business at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047, and Innovative Design Concepts of Utah, (Company), with a principal place of business at 925 West 100 North, Suite B, North Salt Lake, UT 84054.

This Agreement will become effective on April 24, 2012.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

### SERVICES TO BE PERFORMED

Company shall provide the following services for Client according to the terms set forth by this Agreement:

Company will plan, design, construct on a Client-provided chassis and deliver the completed parade float to Client's storage facility. Design will be as presented on Exhibit A. Client will store float following delivery by Company, file all of the necessary parade application paperwork and pay all associated application fees.

Services performed by Company for Client shall conform to and be delivered in accordance with the description and specifications set forth by this Agreement. In the event Client desires to make changes to the specifications and/or delivery schedule during the term of this Agreement, Client shall notify Company and both parties shall agree in writing on necessary adjustments, if any, to the other terms of this Agreement required to accommodate such changes.

Company has the right to control, supervise and direct the method, means, and manner by which the services required by this Agreement are executed. Company may delegate its duties under this Agreement to such employees or other agents as Company may select, but no such delegation shall relieve Company of its obligation to perform such duties; provided any delegation of material duties shall be subject to approval of Client, which approval shall not be unreasonably withheld. At no time shall employees or agents of Company be construed as employees of Client.

All equipment and materials (except for the Client-provided chassis) used to provide the services required by this Agreement shall be furnished or provided by the Company.

### **COMPENSATION/INVOICES**

In consideration for all services and materials to be performed and provided by Company, including providing float product, construction and transportation, Client agrees to pay Company the total sum of \$ 8,700.00.

### **Terms of Payment**

In lieu of payment in full with accompanying discount the following payment terms shall apply.

Client will pay Company a \$4,350.00 deposit upon signing of contract, with balance of \$4350.00 due upon delivery of the completed float, as provided in this Agreement.

Company shall bear sole responsibility for all expenses incurred in connection with the performance of the services provided.

### **WARRANTIES**

Company warrants that:

Company's performance hereunder will not violate any agreement or obligation between Company and a third party;

All workmanship will be performed in a good, workmanlike, professional manner and shall be of a high grade, nature, and quality; and

All work performed will be in compliance with all applicable laws and regulations.

If damage occurs to float and needs to be repaired, Client may notify Company and Company will then give Client in writing the cost for Company to repair to float.

## **INDEMNITY**

Company shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

## **INSURANCE**

Client is responsible and shall maintain insurance coverage sufficient to cover any loss or damage whether monetary or otherwise to Client's float or for any loss or liability arising from Company's breach of this Agreement.

## **EXCLUSIVE AGREEMENT**

This document and any exhibits and attachments constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Client or Company. Any modifications to this Agreement must be in writing and signed by Client and Company.

## **SEVERABILITY**

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

## **APPLICABLE LAW; TIME OF ESSENCE**

The laws of the state of Utah will govern this Agreement. Time is the essence of this Agreement.

## **PARAGRAPH HEADINGS**

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

## **NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement;
- Three days after being deposited in the United States mail, certified with return receipt requested, with postage prepaid to the recipient's address specified above or any substitute address previously given by notice from that recipient; or
- The next business day after the notice is sent by fax, e-mail or other electronic means to the last fax number or email address of the recipient known to the person giving notice, so long as a duplicate copy of the notice is promptly given by first class mail to the recipient's address specified above or any substitute address previously given by notice

from that recipient.

## **RESOLVING DISPUTES**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Utah. The parties shall share any costs and fees other than attorney fees associated with the mediation equally. Each party will be responsible for their own attorney fees.

## **SIGNATURES**

The parties may execute and deliver this Agreement by facsimile, e-mail or other electronic transmission with the same legal effect as manual execution and physical delivery.

Attest:

**Innovative Design Concepts of Utah**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Mark Stevens, CEO

Attest:

**Cottonwood Heights**

By: \_\_\_\_\_  
Linda W. Dunlavy, Recorder

By: \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor